

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA

IN RE:
Jeania DeAnn Lehenbauer)
Kenneth Lynn Lehenbauer)
Debtor.)
Case No. 25-10163
Chapter 13

COVER SHEET

Amended Chapter 13 Plan with Certificate of Service

I declare under penalty of perjury that the foregoing is true and correct.

Date: March 8, 2025.

/s/ Jeania DeAnn Lehenbauer

Debtor Signature

Printed Name: Jeania DeAnn Lehenbauer

/s/ Kenneth Lynn Lehenbauer

Joint Debtor's Signature (if applicable)

Printed Name: Kenneth Lynn Lehenbauer

Pro se Debtor

Represented by Counsel

/s/ Scott D. Harris

Scott D. Harris 22581
2225 W. Hefner Rd.
Suite 300
Oklahoma City, OK 73120
405.301.8504
405.455.7512
scott@scottharrislaw.com
Counsel for Jeania DeAnn Lehenbauer
Kenneth Lynn Lehenbauer

**United States Bankruptcy Court
Western District of Oklahoma**

**In re Jeania DeAnn Lehenbauer
Kenneth Lynn Lehenbauer**

Case No. 25-10163
Chapter 13

CHAPTER 13 PLAN

Check if this is an amended plan

1. NOTICES:

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies.

To: Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under any plan.

The plan contains nonstandard provisions set out in Section 10.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The plan limits the amount of a secured claim based on a valuation of the collateral in accordance with Section 5.C.(2)(b).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The plan avoids a security interest or lien in accordance with Section 9.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

2. PAYMENTS TO THE TRUSTEE: The Debtor (or the Debtor's employer) shall pay to the Trustee the sum of \$4,190.90 per month for 1 months. If the plan payment structure is in the form of step payments, the payment structure is indicated below. Plan payments to the Trustee shall commence on or before 30 days after the Chapter 13 Petition is filed. The Debtor shall turn over such additional funds as required by law and/or any Court Order.

Step payments \$ 4,596.13 per month for 59 months

Minimum total of plan payments: **\$275,362.57**

The Debtor intends to pay plan payments:

TFS E-Wage

TFS Recurring Automatic Payment

Debtor
 Joint Debtor

Debtor's Pay Frequency: Monthly Semi-monthly (24 times per year) Bi-weekly (26 times per year) Weekly Other

Joint Debtor's Pay Frequency: Monthly Semi-monthly (24 times per year) Bi-weekly (26 times per year) Weekly Other

3. PLAN LENGTH: This plan is a 60 month plan.

4. GENERAL PROVISIONS:

- a. As used herein, the term "Debtor" shall include both Debtors in a joint case.
- b. Student loans are non-dischargeable unless determined in an adversary proceeding to constitute an undue hardship under 11 U.S.C. §523(a)(8).
- c. The Trustee will make no disbursements to any creditor until an allowed proof of claim has been filed. In the case of a secured claim, the party filing the claim must attach proper proof of perfection of its security interest as a condition of payment by the Trustee.

d. Creditors not advising the Trustee of address changes may be deemed to have abandoned their claims.

e. All property shall remain property of the estate and shall vest in the Debtor only upon dismissal, discharge, conversion or other specific Order of the Court. The Debtor shall be responsible for the preservation and protection of all property of the estate not transferred to and in the actual possession of the Trustee.

f. Secured creditors listed in Paragraphs 5(C)(2)(a) and 5(C)(2)(b), below, shall retain liens until the earlier of payment of the underlying debt determined by nonbankruptcy law or, if a Proof of Claim is filed, the entry of an order granting discharge. Secured claims extending beyond the length of the plan listed in Paragraphs 5(C)(3) and 5(C)(4), below, will not be discharged pursuant to 11 U.S.C. § 1328(a)(1).

g. The debtor is prohibited from incurring any debts except such debts approved pursuant to the Court's directives or as necessary for medical or hospital care.

5. DISBURSEMENTS TO BE MADE BY TRUSTEE:

A. ADMINISTRATIVE EXPENSES:

(1) Estimated Trustee's Fee: 7.5%
 (2) Attorney's Fee (unpaid portion): \$3,000.00 to be paid through plan in monthly payments

B. PRIORITY CLAIMS UNDER 11 U.S.C. § 507:

(1) DOMESTIC SUPPORT OBLIGATIONS:

(a) Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.

(b) The name(s) of the holder(s) of any domestic support obligation are as follows:

(c) Anticipated Domestic Support Obligation Arrearage Claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as secured claims. Any allowed claim for a domestic support obligation that remains payable to the original creditor shall be paid in full pursuant to the filed claim, unless limited by separate Court Order or filed Stipulation.

Arrearage shall be paid through wage assignment, pursuant to previous Order entered by a non-bankruptcy Court.

Arrearage shall be paid in full through the plan.

Name	Estimated arrearage claim	Projected monthly arrearage payment in plan
<u>-NONE-</u>		

(d) Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit, and shall be paid as follows:

Claimant and proposed treatment: _____

(2) OTHER PRIORITY CLAIMS:

(a) Pre-petition and/or post-petition priority tax claims shall be paid in full pursuant to the filed claim unless limited by separate Court Order or filed Stipulation.

Name	Estimated Claim
<u>-NONE-</u>	

(b) All other holders of priority claims listed below shall be paid in full as follows:

Name	Amount of Claim
<u>IRS</u>	<u>\$63,844.25</u>
<u>State of Oklahoma</u>	<u>\$22,000.00</u>

C. SECURED CLAIMS:

(1) PRE-CONFIRMATION ADEQUATE PROTECTION: Pre-confirmation adequate protection payments to the following Creditors holding allowed claims secured by a purchase money security interest in personal property shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not be paid until the Creditor files a proof of claim, with proper proof of security attached.

Name	Collateral Description	Pre-Confirmation Monthly Payment
Local Form 3015-1		Rev. 09/01/2024

Name	Collateral Description	Pre-Confirmation Monthly Payment
<u>Capitol One Auto Financing</u>	<u>2023 Mazda CX50 9,360 miles 7MMVABEM6PN146555</u>	<u>\$403.00</u>
<u>OECU</u>	<u>2016 GMC Sierra 201000 miles 3GTU2MECXGG266668</u>	<u>\$52.00</u>
<u>Performance Finance</u>	<u>2021 Indian Roadmaster 56KTRABB2M400289</u>	<u>\$221.00</u>

(2) SECURED DEBTS WHICH WILL NOT EXTEND BEYOND THE LENGTH OF THE PLAN:

(a) SECURED CLAIMS NOT SUBJECT TO VALUATION: Secured creditors with a purchase money security interest securing a debt either incurred within the 910-day period preceding the filing of the bankruptcy petition where the collateral is a motor vehicle acquired for personal use, or incurred within the 1-year period preceding the bankruptcy petition where the collateral is any other thing of value, shall be paid in full with interest at the rate stated below. The amount stated on an allowed proof of claim controls over any contrary amount listed below.

Name	Collateral Description	Estimated Amount of Claim	Monthly Payment	Interest Rate
<u>Capitol One Auto Financing</u>	<u>2023 Mazda CX50 9,360 miles 7MMVABEM6PN146555</u>	<u>\$40,318.00</u>	<u>\$1,659.36</u>	<u>6.00</u> %
<u>OECU</u>	<u>2016 GMC Sierra 201000 miles 3GTU2MECXGG266668</u>	<u>\$5,063.31</u>	<u>\$234.62</u>	<u>16.25</u> %
<u>Performance Finance</u>	<u>2021 Indian Roadmaster 56KTRABB2M400289</u>	<u>\$22,167.45</u>	<u>\$912.34</u>	<u>6.00</u> %

(b) SECURED CLAIMS SUBJECT TO VALUATION: All other secured creditors, except secured tax creditors, shall be paid the proposed secured value with interest in the amounts stated below. To the extent the proposed secured value exceeds the secured claim, only the claim amount, plus interest shall be paid. Secured tax claims shall be paid as filed unless limited by separate Court Order.

NOTE: The valuation of real estate requires the filing of a motion to determine value and the entry of a separate Court Order before any proposed secured value of real estate stated below may be approved.

Name <u>-NONE-</u>	Collateral Description	Proposed Secured Value	Monthly Payment	Interest Rate
				%

(3) DEBTS SECURED BY PRINCIPAL RESIDENCE WHICH WILL EXTEND BEYOND THE LENGTH OF THE PLAN (LONG-TERM DEBTS):

Name	Collateral Description	*Monthly Ongoing Pymt	1st Post-petition Payment	*Estimated Amt of Arrearage	Interest on Arrearage
<u>PHH Mortgage Services</u>	<u>1832 Churchill Way Oklahoma City, OK 73120 Oklahoma County LOT THIRTY-TWO (32) IN BLOCK ONE HUNFRED FIFTY THREE (153) OF THE VILLAGE 3RD ADDITION TO OKLAHOMA CTY COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEROF.</u>	<u>\$562.92</u>	<u>562.92</u>	<u>\$17,000.00</u>	<u>4.00</u> %

*The “1st post-petition payment” is the monthly ongoing mortgage payment which comes due between the petition date and the due date of the first plan payment. The arrearage amounts, monthly ongoing payment, and 1st post-petition payment are estimated and will be paid according to the amount stated on the claim unless objected to and limited by separate Court Order. The interest rate to be paid on the arrearage and the 1st post-petition payment is reflected above.

(4) OTHER SECURED DEBTS WHICH WILL EXTEND BEYOND THE LENGTH OF THE PLAN (LONG-TERM DEBTS):

Name <u>-NONE-</u>	Collateral Description	*Monthly Ongoing Pymt	1st Post-petition Payment	*Estimated Amt of Arrearage	Interest on Arrearage
					%

*The "1st post-petition payment" is the monthly ongoing payment which comes due between the petition date and the due date of the first plan payment. The arrearage amounts, monthly ongoing payment, and 1st post-petition payment are estimated and will be paid according to the amount stated on the claim unless objected to and limited by separate Court Order. The interest rate to be paid on the arrearage and the 1st post-petition payment is reflected above.

D. UNSECURED CLAIMS:

(1) Special Nonpriority Unsecured claims shall be paid in full plus interest at the rate stated below, as follows:

Name	Amount of Claim	Interest Rate	%
-NONE-			
(2) General Nonpriority Unsecured: Other unsecured creditors shall be paid pro-rata approximately 100.00 percent, unless the plan guarantees a set dividend as follows:			

Guaranteed dividend to non-priority unsecured creditors: **\$41,343.80**

6. DIRECT PAYMENTS BY DEBTOR: The Debtor shall make regular payments directly to the following creditors:

Name	Amount of Claim	Monthly Payment	Collateral Description if Applicable
-NONE-			

NOTE: Direct payment will be allowed only if the debtor is current on the obligation, the last payment on the obligation comes due after the last payment under this plan, and no unfair preference is created by the direct payment.

7. EXECUTORY CONTRACTS AND UNEXPIRED LEASES: The plan rejects all executory contracts and unexpired leases, except as follows:

Name	Description of Contract or Lease
-NONE-	

8. SURRENDERED PROPERTY: The following property is to be surrendered to the secured creditor, with a deficiency allowed, unless specified otherwise. The Debtor requests the automatic stay be terminated as to the surrendered collateral upon entry of Order Confirming Plan or other Order of the Court.

Name	Amount of Claim	Collateral Description
-NONE-		

9. LIEN AVOIDANCE: No lien will be avoided by the confirmation of this plan. Liens may be avoided only by separate Court Order, upon proper Motion including reasonable notice and opportunity for hearing.

Liens Debtor intends to avoid:

Name	Amount of Claim	Description of Property
-NONE-		

10. NONSTANDARD PLAN PROVISIONS: Any nonstandard provision placed elsewhere in this plan is void.

By checking this box certification is made by the Debtor, if not represented by an attorney, or the Attorney for Debtor, that the plan contains no nonstandard provision other than those set out in this paragraph.

Date March 8, 2025 Signature /s/ Jeania DeAnn Lehenbauer
Debtor
Printed Name: Jeania DeAnn Lehenbauer

Date March 8, 2025 Signature /s/ Kenneth Lynn Lehenbauer
Joint Debtor
Printed Name: Kenneth Lynn Lehenbauer

/s/ Scott D. Harris
Scott D. Harris 22581
2225 W. Hefner Rd.
Suite 300
Oklahoma City, OK 73120
405.301.8504
405.455.7512
scott@scottharrislaw.com
Counsel for Debtor(s)

CERTIFICATE OF SERVICE

A separate certificate of service will be filed in the record.

This is to certify that on , a true and correct copy of the foregoing Chapter 13 Plan was mailed by U.S. Mail, postage prepaid, to the parties listed on the attached matrix.

/s/ Scott D. Harris
Scott D. Harris 22581

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA**

IN RE:)
)
Jeania & Kenneth Lehenbauer,) Case No. 25-10163
) Chapter 13
)
Debtor.)

CERTIFICATE OR AFFIDAVIT OF SERVICE

This is to certify that on the 8th day of March 2025, a true and correct copy of the Amended Chapter 13 Plan, filed on March 8th, 2025 [Doc. No. 16], was forwarded via U.S. Mail, first class, postage prepaid, to the following:

SCOTT HARRIS LAW

/s/ Scott D. Harris
Scott D. Harris, OBA No. 22581
Scott Harris Law
2225 W Hefner Rd Suite 300
Oklahoma City, OK 73120
Main Line: (405) 301-8504
Facsimile: (405) 445-7512
Email: scott@scottharrislaw.com
COUNSEL FOR DEBTORS

Label Matrix for local noticing
1087-5
Case 25-10163
Western District of Oklahoma
Oklahoma City
Sat Mar 8 14:44:36 CST 2025

USBC Western District of Oklahoma
215 Dean A. McGee
Oklahoma City, OK 73102-3426

Capital One Auto Finance, a division of Capi
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Deutsche Bank National Trust Company, as Tru
ATTN: Bankruptcy Department
P O Box 24605
West Palm Beach, FL 33416-4605

Capital One
Attn: Bankruptcy
Po Box 30285
Salt Lake City UT 84130-0285

Capital One/bass Pro
Attn: Bankruptcy
Po Box 30285
Salt Lake City UT 84130-0285

Capitol One Auto Financing
7933 Preston Rd
Plano TX 75024-2302

(p) FOUNDATION FINANCE COMPANY
7802 MEADOW ROCK DRIVE
WESTON WI 54476-5262

Foundation Finance Company, LLC
749 GATEWAY, SUITE G-601
ABILENE, TX 79602-1196

GreenSky Inc.
PO Box 2730
Alpharetta, GA 30023-2730

Greensky Llc
Attn: Bankruptcy
5565 Glenridge Connector, Ste 800
Atlanta GA 30342-4796

Heart Hospital
PO Box 631893
Cincinnati OH 45263-1893

IRS
PO Box 219690
Kansas City MO 64121-9690

Internal Revenue Service
P.O. Box 7346
Philadelphia PA 19101-7346

LVNV Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Lending Club
Attn: Bankruptcy
595 Market St
San Francisco CA 94105-2802

Mercy
1441 Main St Suite 1600
Columbia SC 29201-2832

OECU
7230 NW Expressway
Oklahoma City OK 73132-1543

Oklahomas Cu Fka Oecu
Po Box 24027
Oklahoma City OK 73124-0027

PHH Mortgage Services
PO Box 24738
West Palm Beach FL 33416-4738

Performance Finance
10509 Professional Circle Ste 100
Reno, NV 89521-4883

Performance Finance
PO Box 17879
Reno NV 89511-1033

Shapiro & Cedja LLC
770 NE 63rd St
Oklahoma City OK 73105-6423

State of Oklahoma
300 N Broadway
Oklahoma City OK 73102-6403

Synchrony Bank
Attn: Bankruptcy
Po Box 965060
Orlando FL 32896-5060

Synchrony Bank/Amazon
Attn: Bankruptcy
Po Box 965060
Orlando FL 32896-5060

United States Trustee
United States Trustee
215 Dean A. McGee Ave., 4th Floor
Oklahoma City, OK 73102-3479

Jeania DeAnn Lehenbauer
1832 Churchill Way
Oklahoma City, OK 73120-1137

John T. Hardeman
John Hardeman, Chapter 13 Trustee
PO Box 1948
Oklahoma City, OK 73101-1948

Kenneth Lynn Lehenbauer
1832 Churchill Way
Oklahoma City, OK 73120-1137

Scott D Harris
Scott Harris Law, PLLC
2225 W. Hefner Rd., Suite 300
Oklahoma City, OK 73120-7603

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Foundation Finance Company
Attn: Bankruptcy
Po Box 437
Schofield WI 54476

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Capital One Auto Finance, a division of Ca	End of Label Matrix
4515 N. Santa Fe Ave. Dept. APS	Mailable recipients 30
Oklahoma City, OK 73118-7901	Bypassed recipients 1
	Total 31